

REPORT

OF THE

COMMITTEE TO INVESTIGATE

THE CONDUCT OF THE

LATE BOARD OF

CANAL COMMISSIONERS.



Mr. BRODHEAD--Chairman.

READ IN THE HOUSE OF REPRESENTATIVES, JUNE 15, 1839.

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REPORT,

Mr. BRODHEAD, from the committee appointed to examine into the several lettings during the last year, by the late board of canal commissioners, with respect to frauds alleged to have been committed by them and their agents, upon the commonwealth, and into cases referred to them by the legislature, and into cases where damages have been paid, where they had been theretofore paid, and releases given, and also, into the improper payments of public money or allowances upon contracts beyond the actual letting, and such other incidental frauds on the revenue of the state, as may come under their observation, made the following

REPORT :

That on the 15th day of May last, having first given due notice to the late board of canal commissioners, the committee entered upon the discharge of the duties assigned them, and have prosecuted the inquiries directed, at times when the house was not in session, and occasionally when in session, and the interests and rights of their constituents did not require their presence.

It has been the object of your committee to investigate, not to criminate, and it is now the object to exhibit to the house, and the public, the truth without perversion or disguise. The result of the investigation, difficult as it has been, because of the distance from the place where the wrongs were alleged to have been committed, and the secrecy and adroitness with which speculation and misuser of the public treasury are always committed—has satisfied the committee, that the public funds have been perverted to party purposes, and private ends, and the high and responsible office of canal commissioner used, not to carry out, sustain and render profitable to the people, our noble system of internal improvements, which has cost so many millions, but for partizan effect and political advancement.

Your committee will now proceed to bring briefly to the view of the house, the material parts of the evidence, substantially in the language of the witnesses themselves, all of which is herewith exhibited, and is a part of this report, upon which these allegations are founded, and to suggest most respectfully, the mode by which in some cases, the frauds may be prevented from being consummated, and much money yet saved to the commonwealth.

By the act of the 14th of April, 1838, large appropriations were made to the Wisconsin, the North and West branch canals, and the canal commissioners directed to put certain parts of the said canals under contract. They did so during the last summer, and during the

last winter, before the appointment of the present board, re-let certain parts of the work, which they allege had been abandoned. Allegations were made, that the work was not let to the lowest, good and responsible bidder, as is the practice, and is obviously correct, but to men alone who were of their own political creed, and who would, in consideration of receiving high prices, contribute largely, to promote the views of the commissioners at the election—and that the re-letting was without the legal notice, and to the original contractors, without an abandonment of the work, in point of fact having occurred. These high and grave charges, the committee think, are fully sustained by the evidence, and in consequence of this improper letting and re-letting, very large sums of money lost to the commonwealth.

On the 8th of August last, a letting was had at Halifax, of work on the Wisconsin, at which all the commissioners attended. James Bradley, the late principal assistant engineer on this canal, was subpoenaed and testified, concerning the charges in substance as follows: That when the bids were opened, and he and others were about to register them. Mr. Pennypacker, one of the commissioners said, in regard to the bids of democrats, or Porter men, that we should send them *end ways*. Mr. Stevens then took a seat at the table, and the bids that were to be registered, he put on the table, and threw a large number on the floor,—that he found from the conversation of the commissioners, that the reason these bids were thrown away, was because they were bids of Porter men, and that the import of their conversation was, that they would not give contracts to Porter men.

In making the allotments of the work, after some of the bids had been registered, Mr. Bradley further testified, that when a person's bid was for a fair price, who was not known to the canal commissioners, they sent the superintendant out to inquire into his *moral character*, or *religious principles*, which meant his political character, that, in one or two instances, where they desired to give work to particular individuals, and their bids were too high, they sent them back to have them altered, and in one instance, they altered a bid themselves, without sending it back, and in several instances, they did not give the work to the lowest bidder.

From this inquiry into the religious principles or political character of bidders, and declaration that their own friends alone were to have work, it would be fair to infer that some improper purpose was to be accomplished. But it is not left to inference, Mr. Bradley and other witnesses clearly prove the object. He testified that about two weeks previous to the inspector's election, Mr. Rutherford, the superintendent received a letter from Mr. Stevens, that he (Mr. R.) after having read it himself handed it to him to read, that it contained instructions in regard to conducting the election at Halifax, that it stated five hundred men ought to be on the works by the time of the election, and that he must be careful to have "*no Porter Bosses*" on the line, that the contractors must bring their men up to the polls and see that they deposited their ballots, and that he well recollected this expression in the letter—*take care of the missionary fund*.

On the 28th day of September, the day of the inspector's election, Mr. Bradley testified that Mr. Rutherford the superintendent, brought to him the subscription to the missionary fund—it was signed by eighteen contractors, and the sum subscribed was twelve hundred and forty dollars. The writing to which the contractors subscribed was of the following import: "we the undersigned agree to pay John P. Rutherford the sums set opposite our names for the purpose of diffusing useful knowledge among the people"—Mr. Rutherford stated to Mr. Bradley that this was the missionary fund, and that it was to pay for handbills, circulars, and for other electioneering purposes, that each contractor was to subscribe a sum equal to one per cent. upon the amount of his contract, and he (the engineer) was to allow it in the estimates, that is, allow so much more than the amount of their work, and that this was the only way they could get at the State Treasury. Mr. Bradley refused to add this amount to the estimates, and was discharged.

This testimony of Mr. Bradley, who testified frankly and honestly, was strongly corroborated by the testimony of several citizens. Mr. Conrad Knepley, testified that he had just finished a contract on the public works, had all the tools, carts, horses &c. necessary for canalling, was a bidder at the lettings on this canal, and bid for eight different sections much lower, than those to whom they were let. He was informed by the officers, that it was in consequence of his politics that he could not get a job. The testimony of George W. Finney and Philip Etter was of the same import. N. F. Jones, who was a rodman on this canal, confirmed the statement of Mr. Bradley in relation to the receipt of the letter from Mr. Stevens to Mr. Rutherford, saw the subscription to the missionary fund in the hands of Rutherford, and heard him say, that was the only way they could get at the *big purse*, and that a larger sum than was then subscribed to the paper (about 700 dollars) had already gone into Berks county. James M. Foster attended a meeting of the contractors, which Rutherford attended. The object of the meeting, was to obtain more men on the canal, and raise money. The men were to be obtained in the county of Philadelphia, Porter men; they were to be brought up and then made to vote for Ritner,

The present superintendent, Simon Salade, was called as a witness, who testified to the correctness of his report made this spring, to the present board of canal commissioners, from the books &c. which he found in the office, and from reports of the present engineers to him. This report shows that the twenty-five sections were let on the eighth of August. The cost of these twenty-five sections, at the rejected bids, would have been over twenty thousand dollars less, than at the bids which were accepted. Eight sections and one aqueduct were abandoned and re-let, during the last summer and fall, at an advance in price of 19,956 dollars. The legal notice, so far as the committee could ascertain, was given. The report further shows, that the contractors were over estimated and over paid the sum of \$2372 83,

Notwithstanding, by the terms of the contracts, fifteen per cent was to be retained, to insure the completion of the work.

This is a brief statement of all the material evidence, relative to the Wisconisco canal. It clearly shows gross and culpable misconduct on the part of the canal commissioners and their agents. The fact that none but their political friends were permitted to have contracts, to the exclusion of other good, responsible and lower bidders, is clearly proved. Mr. Stevens, is connected with an attempt, at least, to obtain a portion of the public funds for electioneering purposes, how successful, your committee cannot say. According to the estimates above stated, however, the contractors have been over estimated and over paid. The use of the term "missionary fund" and in the connection stated in the testimony, is evidence of a corrupt design. The fact of the very large subscription by the contractors, for electioneering purposes, taken in connexion with the testimony of Bradley, Foster and others, is evidence, that the amount of their subscriptions was not to come out of their own private funds. It is a well settled principle of law, that where a number of persons have been shown to have been connected and combined in an unlawful transaction, the acts and declarations of one, become the acts and declarations of all. If this rule were applied to Mr. Stevens, he would be clearly answerable, with Rutherford the superintendent, for all the illegal transactions on the Wisconisco and at Halifax.

NORTH BRANCH.

On the 31st of July last, a letting was had at Tunkhannock, of work on the North branch canal, at which Messrs. Stevens and Dickey attended. The same inquiry, into the *moral character* of the bidders, was made at this letting, as on the Wisconisco. Mr. Stevens said to two of the bidders, that if they would be good Ritner men, he thought they could get work. One of them, Philip Sullivan, testified that, although he intended to vote against Ritner, in consequence of the agreement he made with Mr. Stevens, before getting a contract, he voted for him. The work on this canal was not let to the lowest good and responsible bidder.

About the last of September, or the first of October, a meeting of the contractors, superintendent, clerks, &c. was held on this line at Tunkhannock. Two of the canal commissioners, Messrs. Stevens and Pennypacker, attended, and re-let or re-allotted three sections, without any notice by advertisement having been given. The section which had been contracted for by Mr. Smith and his partner, was re-let upon this occasion. One of the witnesses testified that the object of the meeting, as he understood it, was to get as many hands on the work as they could, and see how many would vote for Ritner. Two witnesses testified that although the meeting was organized somewhat informally, a clerk was called, and Mr. Stevens acted as chairman. He took a seat at the table, called the contractors names, or most of them, and wanted to know from each how many hands they had upon the work, and how many would vote for Ritner. The names of the contractors and the number of men they gave in, were taken down

by the clerk. Mr. Stevens stated to the contractors at this time, that they should get as many men on the work as they could before the election. There was a scarcity of men on the work at this time. About the time of this meeting, Mr. Stevens declared the contract of Mr. White abandoned. White, it appeared, had given a man by the name of Harrington an interest in the contract, and placed him on the job to superintend the work. Stevens ordered him off the work, because, he alleged, that he had not told him the truth in regard to his having an interest in the contract. White testified that Harrington was a Porter man, and a good deal was said about his using his influence among the hands for Porter. Stevens said that he must go off the works, that he would have no such man on. White remonstrated, and said it would make a disturbance, and if he would let him remain he would send him home until after the election. This proposition was acceded to by Mr. Stevens, and Harrington was sent off the line until after the election, when he returned.

On the 7th of November last, a re-letting of seventeen sections on this canal, which were alleged to have been abandoned, sixteen of which were not so in point of fact, took place. The following is a copy of the advertisement under which this re-letting took place:

CANAL OFFICE, TUNKHANNOCK,
October 16, 1838.

CANAL LETTING.

Section 132 on the Tunkhannock line of the Pennsylvania canal, and all other abandoned sections on said line, will be re-let at Tunkhannock, on Wednesday, the 7th day of November next. Specifications of the work may be seen at the canal office, in Tunkhannock, on the day of letting.

(Signed)

E. HARDING, Jr., Supt.

By the act of assembly of the 22d of April, 1829, it is provided that "in all cases where a contract on the canal or rail-road shall be abandoned, it shall be the duty of the superintendent, or acting canal commissioner, to give at least two weeks public notice of *the same*." Under the advertisement above stated, it would have been contrary to this act, supposing other contracts had been abandoned on or before the 7th of November, to have re-let them; yet, astounding as it may seem, seventeen sections, including the one mentioned in the advertisement, were re-let at a cost of four hundred and thirty-three thousand three hundred and six dollars and twenty-five cents. This gross violation of the act of assembly and the rights of the citizens of this commonwealth, might in some measure be justified if the sixteen sections had actually been abandoned and re-let to individuals not concerned in the first contract. But this was not the case. No notice was given until the afternoon of the same day on which they were re-let, of an intention to abandon them, and then they were re-let to the same contractors, who never in point of fact abandoned or ceased operations on them for a moment, at an advance of ninety-three

thousand seven hundred and seventy dollars above their former contract prices, and at an advance above rejected bids of one hundred and three thousand three hundred and thirty-five dollars. It is true the commissioners were not present, but the contracts were subsequently approved of by Mr. Stevens. The approval or allotment is in his hand writing.

These contracts were entered into in violation of the express provisions of the act of assembly, of which the parties were bound to take notice, and were therefore illegal. The fact that the sections were re-let to the same contractors at such an enormous advance, when they were going on to complete them under their original contract prices, is strong evidence of fraud in fact. Your committee are therefore of opinion that the contracts were *fraudulent* and *void*, and were greatly pleased to hear, after these disclosures were made before them, that the present board of canal commissioners declared the above mentioned sixteen sections abandoned, and directed the superintendent to advertise them for re-letting. By this means a very large sum of money will, without doubt, be saved to the commonwealth. Although the contractors have thus violated the law, and would perhaps have no *legal* right to claim any thing under the alleged contract, still no injustice should be done them. They should be paid a reasonable and just compensation for the labor which they have done.— If any act of the legislature should be found necessary in order to enable the contractors to receive this reasonable compensation it should be passed.

Mr. Stevens in his defence before your committee, attempted to prove that it was the custom to advertise abandoned work on the canals and rail-roads, as was done in this case. He produced several advertisements which concluded with a similar clause to the one above stated, but only proved that in one instance, one or two sections were re-let which were not mentioned and particularly described in the advertisement. The amount of the cost of the re-letting of those not mentioned was not proved, and it might have been, as it frequently happens, of a small quantity of unfinished work on the sections. Had they, however, succeeded in establishing a custom of the kind, it could not and should not prevail against the express provisions of an act of the legislature—so large an amount of work should not be let without giving notice to the citizens of the commonwealth. To do so, is a violation of the law and a fraud upon the rights of the citizens.

Many and loud complaints were made of the improper conduct of the late board of canal commissioners and their agents, upon the Tioga line of the North Branch canal, but the great distance and the limited time of your committee prevented the sending for persons and papers, and going into an investigation. The alleged frauds on the Gettysburg rail-road and Huntingdon county breach, were not examined into, because the matter was before other committees of the house and Senate.

WEST BRANCH.

On the 23d day of July last a letting of work took place at Farandsville on this canal, at which two of the commissioners, Messrs. Stevens and Dickey attended, and during the summer, work to a considerable amount was let, in all fifty sections. The same preference was given to their own political friends as on the Wisconsin and North branch. The work was not let to the lowest, good and responsible bidders. Far from it.—The difference between good rejected bids for these sections and contract prices, is *one hundred and forty-five thousand, seven hundred and twelve dollars*; that is good and responsible men offered to construct them for that sum less than those to whom they were given. Section No. 40, was allotted to Peter Ritner and William Sullivan, at 38,940 dollars, the whole cost of construction.—John C. Oliver & Co. bid for the same section at 29,152 dollars, making a difference of 9,788 dollars—Mr. Oliver was and is a highly respectable man, and a man of property. Section No. 35, was allotted to Camp & Bressler, at a cost of 35,407 dollars; John C. Oliver & Co. bid for the same section at 29,858 dollars, making a difference of 5,549 dollars. These sections and names are mentioned because much has been said in relation to them, and because they show about the average difference.

A “*missionary fund*” was subscribed to by the contractors on this line, some paid, some did not. The subscription paper was carried about by George Bressler the superintendent, and the money paid to him at the time he paid the contractors their estimates. The contractors on the heavy jobs subscribed the largest sums. The amount subscribed and paid could not be exactly ascertained, but it must have amounted to a very considerable sum, for the average amount each contractor subscribed was over fifty dollars. The writing to which they subscribed was of the following import, as near as the witnesses could recollect: “We the subscribers promise to pay the sums set opposite our names for missionary purposes.” Some witnesses testified that it was to promote the election of Ritner. This no doubt was the real object. About the time the subscription to this paper took place, which was a few days before the inspector’s election, a meeting of the contractors was held near Youngwomanstown, at which two of the commissioners, Messrs. Stevens and Pennypacker attended. The object of the meeting was stated to be for the purpose of obtaining a greater force of men on the work, and to increase the vote at Youngwomanstown and other districts. Arrangements were made at this meeting in regard to conducting the election at Youngwomanstown—an inspector was nominated and it was agreed that the contractors should bring their men to the polls at different hours, so that the crowd would not be so great. Mr. Pennypacker said, at this time, if any Porter men came along the line to electioneer with the men and detain them from their work, they should be ducked in the river.—

This meeting was called, according to the testimony of one witness, at the instance of the commissioners—they were in the room in which the meeting was held, but Mr. Stevens stated after the meeting was over, that he wished it understood that they (the commissioners) took no part in the meeting.

Mr. George Bressler, the superintendent was subpoenaed and called as a witness, because it was desirable to know how the lettings were conducted, what he did with the money paid to him for *missionary purposes*, and what part the commissioners had in collecting the fund, and whether or not it came out of the public funds, but he *declined been sworn*. He was informed that he need not state any thing which would criminate himself, but he persisted in refusing to be sworn, because he was an agent mentioned in the resolution under which the committee acted, and the course of the testimony tended to implicate him. Mr. Stevens sustained his objection. It was the object of the committee to seek after facts and the truth without regard to technical rules of evidence, and therefore gave Mr. Bressler an opportunity to purge himself, or if he did not feel disposed to do that, to acquit the commissioners, but he would not do either, and the committee did not feel disposed to trouble the house by bringing him before its bar, and therefore discharged him.

It may be said in reference to the letting of contracts on the public works, that they should not always be let to the lowest bidder. This may be the case in particular instances, but as a general rule they should. The commonwealth cannot be the loser, because if the work is not prosecuted according to the terms of the contract, the canal commissioners always have the power to declare the work abandoned and re-let it. Besides fifteen per cent. upon the work is always retained in order to insure the completion of the whole.

Your committee might make many just inferences from the foregoing evidence, and many strictures upon the conduct of the late board of canal commissioners, but they refrain. The facts only are important. From them, the house will draw its own conclusions and take such action as may be thought right in the premises.

It was alleged that an improper allowance of fifteen hundred dollars had been made by the late board of canal commissioners to John Andrew Shulze, for damages alleged to have been sustained by him by reason of the construction of the Lycoming line of the West Branch canal, which damages had been previously paid and a release given. The committee obtained certified copies of all papers, resolutions, &c. relative to the claim of Mr. Shultze on file in the Commissioners' and Auditor General's offices, which are herewith exhibited, and from which the following statement is made :

On the 9th of November, 1833, Mr. Shulze addressed a letter to the then board of canal commissioners, claiming damages to the amount of \$2850, for the want of bridges, for springs and timber destroyed, &c.

On the 5th of February, 1834, the following entry appears upon the journal of the then board—"The president laid before the board

the claim of J. Andrew Shulze, for 2850 dollars compensation for want of bridges over the Lycoming line, and for springs destroyed, which was read; and, on motion,

“Resolved, unanimously, That the superintendent on the West Branch division be authorized to make an offer on the part of the board to J. A. Shultze of five hundred dollars, to enable him to make a road to his island in lieu of a bridge, and two hundred dollars for springs and timber destroyed; and that in the opinion of the board, the advantages derived by him from the construction of the Pennsylvania canal, are a full compensation for all other damages he has sustained.”

On the 3d of June 1834, the following entry appears upon the journal of the then canal commissioners—“The president laid before the board the memorial of J. Andrew Shulze, complaining of the inadequacy of the amount of damages offered him, which was read and considered; and, on motion,

“Resolved, unanimously, That the board see no reason for changing their decision upon the claim of J. Andrew Shultze, for compensation for damages occasioned by the construction of the Lycoming line.”

On the 2d of January, 1835, Mr. Shulze executed a release, which is on file in the Auditor General's office, of which the following is a copy:

“\$700—Received, January 2nd, 1835, of Wm. F. Packer, superintendent of the West Branch division of the Pennsylvania canal, \$500 hundred dollars, to enable me to make a road to my island, and in lieu of a farm bridge; and also received, same day, of same, two hundred dollars, as a full compensation for springs and timber destroyed by reason of the construction of the Pennsylvania canal, in pursuance of offer of the board of canal commissioners, dated February 5th, 1834, making, in all, seven hundred dollars, which is hereby accepted as a full indemnification for all damages occasioned as aforesaid; and the commonwealth of Pennsylvania is hereby released and discharged from all further claim therefor. Witness my hand and seal, the day and year above written.

(Signed)

J. ANDREW SHULZE, [SEAL.]

Witness: AUGUSTUS F. SHULZE.

On the 31st of May, 1836, he addressed a letter to the canal commissioners, stating that he had become the owner of an acre of land at the lower part of his farm, on which a spring had been destroyed, and that it would cost seventy dollars to dig a well in lieu thereof, and asking that sum in damages, or that a person should be employed to dig it. In the letter is a claim for thirty dollars, for damages done to two lots Nos. 11 and 12, in Marietta in Lancaster county.

On the 3d of January, 1838, the following entry appears upon the journal of the canal commissioners.

“Upon application, Resolved, That the Supervisor on the West Branch division, be directed to construct a foot bridge over the canal, at the farm of J. Andrew Shulze, on such site as will best suit the

convenience of the owner of the property. Endorsed upon the last above mentioned letter, asking 70 dollars, in the hand writing of Mr. Pennypacker, is the following entry.

“Read Sept. 17th, 1838. Allowed \$1500.”

And on the same day the following entry appears upon the Journal.

“At a meeting of the board, held at Montoursville, Lycoming co., 17th September, 1838. Present, Messrs. Stevens and Pennypacker. The president laid before the board, the application of John Andrew Shulze, for \$ compensation, for injury to his spring, on the lower part of his farm, the destruction of a well, injury to fences, and *for want of a farm bridge*, occasioned by the construction of the West Branch division Pennsylvania canal, which was read, considered and on motion, -

Resolved, That the supervisor on the West Branch division, is directed to make an offer on the part of the board, to John Andrew Shulze, of fifteen hundred dollars, as a full compensation for all claims and damages sustained, and in lieu of the construction of all bridges across the canal, on his property.”

The committee issued a subpoena for Mr. Shulze and his son Augustus. The son attended but the father did not. The above named sum of fifteen hundred dollars, has not yet been paid Mr. Shulze, and your committee have no hesitation in saying, from the evidence, that it should not be paid to him, because it is for the same damages which had been assessed, (with the exception perhaps of seventy dollars) the amount accepted, and a release given.

It will be perceived that by the first resolution, the sum of five hundred dollars was allowed him, to construct a road in lieu of a farm bridge, and two hundred dollars for springs and timber destroyed, and that in the opinion of the then board, the advantages derived by him from the construction of the canal was a *full compensation for all other damages he had sustained*. Mr. Shulze had a re-hearing before the board, complained that the amount which had been allowed him was inadequate, but the board unanimously resolved, that they could see no reason to change their decision. The terms of the first resolution were then acceded to, the money received and the above release executed. If Mr. Shulze had really been dissatisfied with the first decision of the canal commissioners, he should have appealed to the board of appraisers. This however he did not do, but accepted the sum offered, and gave a release which recites the resolution, which authorized the payment to him, and thus forever barred himself from making any further claims, or receiving any further damages.

All the letters of Mr. Shulze are dated at Montoursville, a little town near which he resides, on the West branch canal. It appears by the journal of the commissioners that the allowance of fifteen hundred dollars was made at a meeting of the board held at that place, and an endorsement “read September 17th, 1838, allowed \$1500” made upon the back of a claim for seventy dollars. The amount of his

claim is not stated upon the journal as it should be, but left blank. It is stated to be however, for injury to his spring on the lower part of his farm as stated in his claim for seventy dollars, and for want of a farm bridge, to construct a road in lieu of which he had received five hundred dollars.

The conclusion seems to be irresistible from this evidence, and nothing was offered to repel it, that the allowance was illegal and improper,—whether or not with a corrupt design or for political considerations, your committee do not decide, but leave all to draw their own conclusions from the facts. But it is strange indeed that Mr. Shultz who owns, but one farm on the West branch canal, should neglect to appeal to the board of appraisers, accept the sum offered, execute a release, delay any further claim for a period of three years and upwards, and at a period of five years after he made his first application, have allowed him fifteen hundred dollars, compensation for damages mentioned in the first resolution, the provisions and benefits of which he had accepted. Mr. Shultz may not have claimed compensation for the damages mentioned in the statement which precedes the resolution granting him the fifteen hundred dollars, but if so, the commissioners did not keep a true record. It is singular too, that the amount which he claimed should have been left blank on the journal, and the entry of an allowance of fifteen hundred dollars made upon an application for seventy dollars. The entry is “read September 17th, 1838, allowed \$1500.”

No written application was made to the canal commissioners for a foot bridge, yet the supervisor is directed by the resolution of the 3rd of January, 1838, to construct one. The claim, if one was actually made, and the grant were both improper, because he had accepted the sum of seven hundred dollars as a full compensation for all damages which he had sustained, over and above the advantages derived from the construction of the canal.

In view of this evidence, and from all the information which can be obtained, your committee are decidedly of opinion that the allowance of fifteen hundred dollars to Mr. Shulze was improper and illegal to use no harsher terms, and therefore recommend the passage of a law directing the present board of canal commissioners to rescind the resolution granting the same to him. It is an unpleasant task to make the foregoing statement and recommendation, but the resolution under which the committee acted and a sense of official duty requires it.

If the late canal commissioners were now in office, your committee would feel bound by the evidence adduced before them to recommend articles of impeachment, particularly against Mr. Stevens, who seems to have been the principal transgressor, but as they are out office, and not likely again to be in a situation to control the funds of the commonwealth, it is deemed inexpedient at this late period in the session to do it.

Your committee having thus, as far as the limited period of time allowed them would permit, investigated the subjects committed to their charge, and submitted a brief sketch of their labors, ask leave to be discharged from the further consideration of the subject, and therefore offer the following resolution.

Resolved, That the committee be discharged from the further consideration of the subject.



